UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

VIRGINIA ALBU,

Plaintiff,

vs. Case No. 16-cv-

METROPOLITAN LIFE INSURANCE COMPANY.

Defendant,

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GREG LIEPSHUTZ (P37573)
Attorney for Plaintiff
LEVINE BENJAMIN, P.C.
100 Galleria Officentre, Suite 411
Southfield, Michigan 48034
(248) 352-5700 Fax (248) 352-1312
gliepshutz@levinebenjamin.com

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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, VIRGINIA ALBU, by her attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for her Complaint against Defendant, METROPOLITAN LIFE INSURANCE COMPANY ("MetLife"), states as follows:

1. At all times relevant hereto, Plaintiff, VIRGINIA ALBU, is a resident of the City of South Woodslee, Ontario, Canada.

2. At all times relevant hereto, Defendant, MetLife, is a foreign insurance corporation in good standing and continuously conducting business throughout the State of Michigan.

3. At all times relevant hereto, Defendant, MetLife, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee

benefits plan provided for the benefit of Plaintiff, VIRGINIA ALBU, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, MetLife, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 *et seq*.

5. The terms of said contract of insurance obligated Defendant, MetLife, to provide Plaintiff, VIRGINIA ALBU, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, VIRGINIA ALBU, suffers from COPD, recurrent leg abscess, chronic low back pain and myocardium. As a result, Plaintiff's conditions have made it impossible for her to work.

7. Defendant, MetLife has wrongfully denied Plaintiff disability benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's claim of total and permanent disability. Defendant's termination of Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, VIRGINIA ALBU, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, VIRGINIA ALBU, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered To Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to him under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, VIRGINIA ALBU, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, VIRGINIA ALBU, prays for Judgment in her favor and against the Defendant, METROPOLITAN LIFE INSURANCE COMPANY, in whatever amount she is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.
/s/ GREG M. LIEPSHUTZ (P37573)
Attorneys for Plaintiff
100 Galleria Officentre, Suite 411
Southfield, MI 48034
(248) 352-5700; Fax (248) 352-1312
gliepshutz@levinebenjamin.com

Dated: August 31, 2016